



Contra Costa Community College District

RFQ # 4CD-81

Regional Director Consultant for Apprenticeship REQUEST FOR QUALIFICATIONS

Release Date: July 3, 2020

Questions Due by: before 2 PM (PST), July 13, 2020

Statement of Qualifications Due by: before 2 PM (PST), July 22, 2020

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced consultants to submit statement of qualifications to provide consultative work to serve as the Regional Director for Apprenticeship (RD-A) for the Bay Area Community College Consortium (BACCC) and funded through the Strong Workforce Program.

The District consists of 3 colleges and 2 centers: Diablo Valley College in Pleasant Hill, Contra Costa College in San Pablo, Los Medanos College in Pittsburg, New Brentwood Center and San Ramon Center. The District serves approximately 62,000 students annually.

STATEMENT OF QUALIFICATIONS SUBMISSION

- A. Sealed Statement of Qualifications to be submitted to:

*Rod Herrera, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553*

- B. Date/Time: Statement of Qualifications shall be received **before 2:00 PM (PST), July 22, 2020.**
- C. The face of the sealed envelope, or the subject line of the email, shall be clearly marked **“4CD-81 RFQ, Regional Director Consultant for Apprenticeship.”**
- D. A faxed statement of qualifications will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The statement of qualifications must be in the possession of the District’s Purchasing Department before 2:00 PM (PST) on the closing date. Late statement of qualifications will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Statement of Qualifications will NOT be opened at that time.
- E. Contractors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive.** DO NOT send the electronic copy by email. Each proposal received in response to this RFQ shall remain the property of the District.

QUESTIONS

Questions are due before 2:00 PM (PST), July 13, 2020. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Qualifications (RFQ) shall be submitted in writing by email to **Rod Herrera, Purchasing Department, rherrera@4cd.edu.**

SCHEDULE The District reserves the right to modify the below schedule of events.

Request for Qualifications release date: **July 3, 2020**

Questions Due by: **before 2:00 PM (PST), July 13, 2020**

Statement of Qualifications Due by: **before 2:00 PM (PST), July 22, 2020**

Committee Review: **July 22-27, 2020**

Notify Shortlisted Firms: **July 28, 2020**

Interview via Zoom (if necessary): **August 3-4, 2020**

RFQ Award: **August 5, 2020**

Board Meeting: **August 26, 2020**

Contract Award: **August 27, 2020**

ACCEPTANCE PERIOD. Statement of Qualifications are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFQ at any time prior to the time set for receipt of statement of qualifications. Interested parties should frequently check the District's website for such addenda at <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>

Each candidate shall acknowledge receipt of the addendum by marking the appropriate area on the bottom of the **Signature Page (page 10)**. Failure to so acknowledge may result in the statement of qualifications being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFQ or as part of the final contract.

AUTHORIZED SIGNATURES. Every statement of qualification must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting statement of qualifications on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a statement of qualification, his or her name, signature and post office street address must be shown. If a firm or partnership makes the statement of qualification, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the statement of qualification, the statement of qualification shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the statement of qualification to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be

exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the statement of qualifications constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the statement of qualification which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed statement of qualification and Contra Costa Community College District's Request for Qualifications shall be incorporated into a contract with or without negotiation.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting statement of qualifications. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the statement of qualification.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

REJECTION OF QUALIFICATIONS. The District reserves the right to reject any or all statement of qualifications or any part of statement of qualification and also to waive informalities, minor irregularities, or other requirements in our Request for Qualification and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its statement of qualification any information requested in this RFQ may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may

not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All statement of qualifications shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFQ Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Contractor's signed Statement of Qualification and District's written acceptance or purchase order shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SECTION II

Summary

The District invites highly experienced consultants to submit statement of qualifications to provide consultative work to serve as the Regional Director for Apprenticeship (RD-A) for the Bay Area Community College Consortium (BACCC) and funded through the Strong Workforce Program.

The RD-A serves as the in-region contact for apprenticeship, working with the Bay Area region's 28 community colleges, as well as employers, labor unions, and others to create alignment around and deliver on workforce training and career pathways related to apprenticeship. Regional Directors operate at the macro-region level.

Projected Timeline

The projected timeline to deliver the duties and responsibilities below is from September 1, 2020 to December 31, 2021. The contract, and associated duties and responsibilities, may be renewed depending on availability of funds and satisfactory performance.

Overview

Apprenticeships are growing in importance to industry and our workforce development system here in California. The Chancellor's office has shown its support of apprenticeships through continuing grants for the California Apprenticeship Initiative (CAI), and the Governor's office has set a goal of 500,000 apprentices by 2029. To reach this goal, the colleges will need help. The RD-A's mission will be to act as a resource to colleges, industry, workforce development boards, and others in the region to help build stronger apprenticeship programs. This person will be a resource on how to establish and build apprenticeships, and will work with deans and faculty associated with the Bay Area Community College Consortium (BACCC) and sector RD's, Division of Apprenticeship Standards (DAS), U.S. Department of Labor (DOL), Interagency Advisory Committee on Apprenticeship (IACA), California Apprenticeship Council (CAC), the California Community College Chancellor's Office (CCCCO), Go-Biz, and others to help Bay Area colleges enroll more apprentices through FTES and create more apprenticeship programs.

The RD-A will focus on the follow items:

- Increase apprenticeship enrollment in college programs
- Assist industry in establishing apprenticeships
- Develop new apprenticeship programs
- Increase student employment in living wage jobs

A key part of the RD-A's role during the first two years of the job will be to create a vision and strategy for the Bay Area Community Colleges on how they integrate apprenticeships into the CC system to achieve the stated mission and goals.

Metrics

- Increase the number of apprentice programs in the region
- Increase the number of apprenticeships (in existing and new programs)
- Increase student employment in living wage jobs

Duties

- Represent the region at state & regional events
- Meet with different agencies (e.g., IACA, CAC, DAS, DOL) related to apprenticeship and inform the region of important information
- Assist with grants
- Convene regional meetings to discuss best practices
- Develop a regional strategy
- Assist industry in establishing apprenticeships
- Develop new apprenticeship programs

Responsibilities

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| <p>1. Act as a central resource for information about apprenticeships.</p> | <p>Create a network of apprenticeship experts (DAS, DOL, CCCCO, IACA, CAC, college coordinators throughout the state, CAI grantees, etc.). Keep in contact with this network and attend majority of regional and statewide apprenticeship meetings and communicate information from those meetings.</p> |
| <p>2. Create communication platform for apprenticeship issues.</p> | <ul style="list-style-type: none"> - Develop a regional website of apprenticeship information and contacts (similar to the mfg website). - Develop a list of apprenticeship programs and contacts for the region, including companies, apprenticeship committees, government representatives, etc. - Have a Listserv and frequent communication to this network of apprenticeship contacts about funding opportunities, best practices, etc. |
| <p>3. Develop at least one new apprenticeship program with a college(s) as the sponsoring organization. The goal is to determine if there are other (and better) models for implementing apprenticeship within community colleges.</p> | <p>RD-A will explore the development of an apprenticeship program using an existing program's classes and having the sponsor organization for the apprenticeship be the college itself vs. an outside organization. The RD-A will research this approach and if it's deemed appropriate, will work closely with a college to implement. If not appropriate, the RD-A will report out their findings and rationale.</p> |
| <p>4. Develop regional apprenticeship advisory committee of CAI grantees, DAS representative, apprenticeship coordinators at colleges, industry reps, etc.</p> | <p>Organize and convene a regional apprenticeship advisory committee to work on expanding apprenticeships. The group will meet a minimum of 4 times a year (mix of face-to-face and virtual).</p> |
| <p>5. Work with region's apprenticeship programs to identify opportunities and challenges that collaboration and the support of this position could help address.</p> | <p>Workplan presented to Advisory Committee in the fall of 2020. Reviewed quarterly by Advisory Committee. Updated in fall 2021. Workplan posted on webpage.</p> |
| <p>6. Assist region in obtaining additional grants to support apprenticeship programs.</p> | <p>Establish baseline for number of grants, total funds from all grants.</p> |

Competencies

- In-depth understanding of the California Community College System as well as the purposes and objectives of programs created or administered by the Division of Apprenticeship Standards and the CCCCCO's Workforce and Economic Development Division.
- Comprehensive knowledge of apprenticeship, the Bay region, standard business practices, program objectives, purpose, education policies and intended approaches to delivery of career pathway programs aligned to industry needs.
- Knowledge of federal, state, and local policies, procedures, and objectives pertaining to planning and developing apprenticeship and other Career Education programs, as well as gateways and barriers.
- Ability to work with government agencies, colleges, high schools, and industry to achieve objectives.

SUBMISSION REQUIREMENTS & COMPENSATION

Eligible consultants to serve as Regional Director must submit a cover letter, resume and references as it relates to this position (minimum 3 recent professional references). The cover letter must describe the consultant/s experience and qualifications with regard to the desired competencies number 1 through 4 below. No more than one (1) page per competency.

1. In-depth understanding of workforce and economic development programs in the State of California, particularly those created or administered by the Division of Apprenticeship Standards and the CCCCCO's Workforce and Economic Development Division.
2. Comprehensive knowledge of the region, industry sectors, program objectives, purpose, education policies and intended approaches to delivery of career pathway programs aligned to industry needs.
3. Knowledge of federal, state, and local policies, procedures, and objectives pertaining to planning and developing apprenticeship programs and other types of Career Education (CE) programs, as well as gateways and barriers.
4. Understanding of CE curricula and instructional scope of the areas assigned and/or the education support role of the division, section, or unit.

Start Date: Pending the completion of this RFQ process, we anticipate the consultant starting no later than September 1, 2020.

Funding: Pending approval from the CCCCD Governing Board, CCCCD will award a standard contract for a not-to-exceed amount of \$156,000 annualized salary including compensation in lieu of benefits, depending upon experience and available resources.

Term of Agreement: The term of any contract resulting from this request for qualifications shall be from September 1, 2020 – December 31, 2021. The CCCCD, at its sole discretion, may cancel the contract with a 30-day ADVANCE written notice to the contractor for any reason.

Criteria: The following criteria will be used in making a selection:

- Prior relevant professional experience
 - Professional references
 - Educational background
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